

SERIAL 07138 S ESCROW AND TITLE FINANCIAL SERVICES

DATE OF LAST REVISION: July 03, 2008

CONTRACT END DATE: February 28, 2010

CONTRACT PERIOD THROUGH FEBRUARY 28, ~~2011~~ 2010

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **ESCROW AND TITLE FINANCIAL SERVICES**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **February 20, 2008**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

DL/mm
Attach

Copy to: Materials Management
 Jim Baker, MC Public Works

(Please remove Serial 02119-S from your contract notebooks)

INVITATION FOR BID FOR: ESCROW AND TITLE FINANCIAL SERVICES

1.0 INTENT:

The intent of this invitation for bids is to identify and qualify contractors to provide Title and Escrow services for the Maricopa County Department of Transportation (MCDOT) and the Flood Control District (FCD). Other governmental entities under agreement with the County may have access to services provided hereunder (see also Section 2.12, below) on an as-needed basis. Such services will include Title Reports, Title Insurance, Escrow Instructions and other related services as specified.

Award will be made to multiple contractors to ensure adequate coverage of needed services. Additional contractors may be added during the term of the contract to maintain the level of service required.

2.0 SCOPE OF SERVICES:

2.1 TITLE REPORTS - CONTENT & DELIVERY TIME FRAMES:

The Preliminary Title Reports, Updated Title Reports, and Litigation Guarantees shall be issued within the Maximum time frames listed below and according to the following criteria in triplicate, unless otherwise agreed to by both parties. Each letter sent by the County to the Contractor requesting Title Reports/Litigation Guarantees/Escrow Instructions, is to be considered an independent order. As part of the Title Report/Litigation Guarantee, the Contractor is required to provide the County with three (3) legible copies of all instruments/documents recited in the Title Report/Litigation Guarantee, including; all “exceptions”; the current Vesting document; and the first page of any “Uniform Commercial Code” document. Each copy of the Title Report, Litigation Guarantee and Update will be required to be identified with the MCDOT Project Number, Assessor Parcel Number, Title Report Order Number, and the MCDOT item number. When the Title Officer or Escrow Officer determines that a parcel has been split, the Contractor is required to contact County’s “Public Works Land and Right of Way” division’s representative, to obtain additional “item” numbers that will be matched with the new Title Report/Escrow Numbers – necessary to differentiate between multiple parcels having one assessor/tax parcel number. **Failure to comply with the schedule is a breach of contract.** Include identification of parties to Schedule “A” and three legible copies of all instruments/documents referred to in Schedule “B”, Sections 1 and 2 of the Title Report, include copies of all easements, restrictions, covenants, mortgage or deeds of trust encumbrances, and the original patent. A chain of title, in narrative form, for the last five (5) ownerships, not to exceed twenty (20) years. The chain of title must show the existing ownership and the documentation citing that ownership and also cite and provide the patent creating the parcel. The preliminary Title Report, Litigation Guarantee, or updated report will cite the current vested owner on the Schedule “A” of the report. Title Report amendments must be provided to County, as changes occur, at no charge.

2.1.1 Maximum Delivery Schedule – Preliminary Title Reports.

<u>ITEM</u>	<u>DELIVERY SCHEDULE</u>
5 Parcels or less	20 Business Days or less
6-15 Parcels	35 Business Days or less
16-30 Parcels	50 Business Days or less
31 or more Parcels	11/2 Business Days per Parcel

2.1.2 Expedited Delivery Schedule – Preliminary Title Reports.

<u>ITEM</u>	<u>DELIVERY SCHEDULE</u>
1 Parcel	1 Business Day
2 Parcels	2 Business Days
3 Parcels	3 Business Days
4 Parcels	4 Business Days
5 Parcels	5 Business Days
6 or more Parcels	1 Business Day per Parcel

2.1.3 Maximum Delivery Schedule – Litigation Guarantees.

<u>ITEM</u>	<u>DELIVERY SCHEDULE</u>
1 Parcel	2 Business Days
2 Parcels	3 Business Days
3 Parcels	4 Business Days
4 Parcels	5 Business Days
5 Parcels	6 Business Days
6 or more Parcels	1 Business Day per Parcel

The County, at its own discretion, may request Bring Down Endorsements in lieu of litigation guarantees (See EXHIBIT 2). In this situation the Contractor will be requested to provide an Updated Preliminary Title Report with a Schedule “C”. During the course of the legal action the Contractor will be requested to provide additional bring down endorsements and at the conclusion of the legal action provide a Title Insurance Policy for the amount of the Judgment. Delivery schedule of the Updated Preliminary Title Reports with Schedule “C” to comply with “MAXIMUM” delivery schedule as indicated above for Litigation Guarantees. Subsequent Bring Down Endorsements to comply with the “STANDARD” delivery schedule of the Litigation Guarantees.

2.1.4 Maximum Delivery Schedule – Updated Preliminary Title Reports, Non-Condemnation and Pre-Open Escrow.

<u>ITEM</u>	<u>DELIVERY SCHEDULE</u>
1-15 Parcels	5 Business Days or less
16-30 Parcels	10 Business Days or less
31-45 Parcels	15 Business Days or less
46 or more Parcels	20 Business Days or less

2.2 DISTRIBUTION OF WORK ASSIGNMENTS:

The Contractor understands that they may not exceed the above quoted delivery dates nor exceed the fees specified in Attachment A-PRICING. Prior to assigning work to the Contractor under this Contract, County will fax a “REQUEST FOR GUARANTEED DELIVERY” to all Contractors under this Contract. The “REQUEST FOR GUARANTEED DELIVERY” will state the number of title reports requested and require that each Contractor submit a delivery time frame (number of working days) to provide title reports. Selection of a specific title company to perform a specific work assignment will be determined by the quickest quoted delivery time. Delivery time cannot exceed the time limit indicated in the applicable delivery schedule.

2.3 TITLE INSURANCE:

The Contractor shall furnish Standard Owner’s or Extended Title Insurance Policy in amount of the acquisition cost or the minimum liability amount, whichever is greater. The Contractor is also asked to submit a quote for any related premium charges on those occasions when County requests an “Arizona Land Title Association” (“ALTA”) policy.

2.4 ESCROW INSTRUCTIONS & PURCHASE AGREEMENTS:

The Contractor shall cooperate with County’s authorized Right-of-Way Agent or other County-designated personnel to:

- 2.4.1 Prepare title report updates and escrow instructions. Include special considerations or designation of any fixtures to be retained by Seller. The County, may, at it’s own discretion, prepare a Purchase Agreement which will substitute for the Escrow Instructions. Delivery of a signed or unsigned copy of the Purchase Agreement will be considered as the open escrow date request. Upon County’s request to open escrows, the Contractor is required to provide County with escrow instructions for each parcel within three (3) business days, using County’s escrow document format when requested. The Contractor, at no cost to the County, is required to issue an updated Title Report to the County within

three (3) business days of the receipt of the escrow instructions or purchase agreement. Attached as Exhibit 3 is the General Instruction Sheet for Escrow process.

- 2.4.2 Prepare documents and obtain releases from existing mortgages, contracts, etc. with all closing fees and costs paid by County. Determine if pre-payment clauses exist and try to close before additional monthly payment is due. Prepayment costs to be billed to County as part of closing costs. The Contractor is to begin document preparation and contact for lien releases within five business days from the receipt of Purchase Agreement.
- 2.4.3 Include payment of any back taxes and/or, pro-ration of current taxes on the real property (that County is purchasing) in the closing statement. Contractor is required to notify Right-of-Way Agent of tax issues that can prohibit a close of escrow. As noted on the Purchase Agreement the owner authorizes the escrow company to release funds for taxes.

Note: In the event the Contractor fails to disclose recorded tax liens or Certificates of Purchase on the subject property for purposes of a Litigation Guarantee or the Contractor fails to provide for the payment of such tax liens or certificates when serving as the escrow agent for the County's acquisition of the subject property, then the Contractor shall be fully responsible and liable for the payment of those outstanding liens or certificates, as well as any, penalty costs or fees incurred by the County in securing payment of those liens or certificates.

- 2.4.4 Determine whether there are any assessments or liens against the property and deduct sufficient funds from proceeds due seller. Contractor shall obtain and record appropriate instrument of release.
- 2.4.5 Receive title document to mobile homes and pay off liens from escrow proceeds where appropriate. Prorate personal property taxes to close of escrow and deliver lien-free title to County (County responsible for mobile home title transfer).
- 2.4.6 Contractor shall notify the County's Public Works Land & Right-of-Way Division, by phone, the day the escrow is closed.
- 2.4.7 Record conveying instrument and return original documents to the Right-of-Way Division within three weeks of date of recording.
- 2.4.8 Submit within three business days an invoice for escrow and title fees upon receipt of Purchase Agreement. The invoice must contain MCDOT Project Number, MCDOT Item Number, and Escrow Order Number.

2.5 INSTRUCTIONS FROM COUNTY'S ATTORNEYS:

General and special counsels retained by the County shall have the right to directly request title work, in writing, with copies of requested work and billings forwarded to the County. Preparation of litigation guarantee updates, upon County's request to update litigation guarantees, the Contractor is required to provide County with updated litigation guarantees within the time frame indicated by the County Attorneys Office. As part of this requirement, it will be necessary for the Contractor to update schedule "C" and amend schedule "C" within this time period.

2.6 TYPICAL PROJECT PARCEL COUNT:

The County anticipates that projects scheduled for the next five (5) years Capital Improvement Program will have a parcel acquisition range per project from one (1) to one hundred fifty (150) per project. Values for parcels to be acquired range from \$10.00 to multi-millions.

2.7 PERFORMANCE:

All assigned projects will be documented as to Contractor's quoted delivery schedules. County reserves the right to remove any Contractor from this Contract that fails to meet their quoted delivery date by more than five (5) business days on any five (5) assigned projects.

2.8 MONTHLY STATUS REPORTS:

The Contractor will provide the County with a status report of all open escrow transactions. This report will be prepared in MSEXCEL and will be e-mailed to the MCDOT Title Coordinator no later than the 2nd Wednesday of each month. The report will contain the following information: Project Number, Right-of-Way Agent, Item Number, Order Number, Date of Escrow Opened, Date of most recent Activity, Status/Comment, Funds received (Y/N).

2.9 ACCEPTANCE:

Contractor's work will be reviewed to determine acceptability based on the criteria outlined in Section 2.1 above.

2.10 INVOICES AND PAYMENTS:

2.10.1 The Contractor shall submit two (2) legible copies of their detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:

- Company name, address and contact
- County bill-to name and contact information
- Contract Serial Number
- County purchase order number
- Invoice number and date
- Payment terms
- Date(s) of service or delivery
- County project number
- Assessor parcel number
- Title report order number
- Title company order number
- Contract Item number(s)
- Description of services
- Pricing per unit of service
- Extended price
- Total Amount Due

2.10.2 Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order.

2.10.3 Payment will be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Award the Contractor shall fill out an EFT Enrollment form (to be provided by the Procurement Officer) or as located on the County Department of Finance Website as a fillable PDF document (www.maricopa.gov/finance/).

2.10.4 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

2.11 TAX:

No tax shall be levied against labor. It is the responsibility of the Contractor to determine any and all taxes and include the same in proposal price.

2.12 STRATEGIC ALLIANCE for VOUME EXPENDITURES (\$AVE):

The County is a member of the \$AVE cooperative purchasing group. \$AVE includes the State of Arizona, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. Under the \$AVE Cooperative Purchasing Agreement, and with the concurrence of the successful Respondent under this solicitation, a member of \$AVE may access a contract resulting from a solicitation issued by the County. If you **do not** want to grant such access to a member of \$AVE **please so state** in your proposal. In the absence of a statement to the contrary, the County will assume that you do wish to grant access to any contract that may result from this Request for Proposal.

2.13 QUALIFICATION REQUIREMENTS:

2.13.1 Contractor must have an office located within Maricopa County; and, such office shall provide the services as specified in this Invitation for Bids.

2.13.2 Contractor's office must have at least five (5) years experience providing services to Government entities as specified in this Invitation for Bids.

2.13.3 Contractor shall submit a listing of ~~five (5)~~ **two (2)** current Arizona public entities and/or school districts to which these services have been provided including telephone number, business address and contact person.

2.13.4 Contractor shall submit a Qualification Statement addressing the company's experience and past performance of the services specified in this Invitation for Bids.

3.0 **SPECIAL TERMS & CONDITIONS:**

3.1 CONTRACT TERM:

This Invitation for Bids is for awarding a firm, fixed-price requirements-type contract to cover a two (2) year term.

3.2 OPTION TO RENEW:

The County may, at their option and with the approval of the Contractor, renew the term of this Contract up to a maximum of two(2) additional two (2) year options, (or at the County's sole discretion, extend the contract on a month to month bases for a maximum of six (6) months after expiration). The Contractor shall be notified in writing by the Materials Management Department of the County's intention to renew the contract term at least thirty (30) calendar days prior to the expiration of the original contract term.

3.3 PRICE ADJUSTMENTS:

Any requests for reasonable price adjustments must be submitted sixty (60) days prior to the Contract term expiration date. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted price terms, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the (Consumer Price Index) or by performing a market survey.

3.4 INDEMNIFICATION:

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions or mistakes relating to the performance of this Contract. Contractor's duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use resulting there from, caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract including any person for whose acts, errors, omissions or mistakes Contractor may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the sole negligence of County.

3.5 INSURANCE REQUIREMENTS

Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.

Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.

The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. County shall not be obligated, however, to review such policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The policies required hereunder, except Workers' Compensation, and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

Contractor is required to procure and maintain the following coverages indicated by a checkmark:

3.5.1 Commercial General Liability:

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

3.5.2 Automobile Liability:

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.

3.5.3 Workers' Compensation:

Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

Contractor waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract.

3.5.4 Certificates of Insurance.

3.5.4.1 Prior to commencing work or services under this Contract, Contractor shall have insurance in effect as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall be made available to the County upon 48 hours notice. **BY SIGNING THE AGREEMENT PAGE THE CONTRACTOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF CONTRACT.**

In the event any insurance policy (ies) required by this contract is (are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date.

3.5.4.2 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

3.6 PROCUREMENT CARD ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize a procurement card that may be used by the County from time to time, to place and make payment for orders under the Contract. Respondents without this capability may be considered non-responsive and not eligible for award consideration.

3.7 INTERNET ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize the Internet to communicate and/or place orders under this Contract. Respondents without this capability may be considered non-responsive and not eligible for award consideration.

3.8 REQUIREMENTS CONTRACT:

~~3.8.1 Contractor signifies its understanding and agreement by signing this document that this Contract is a requirements contract. The Contractor understands and hereby acknowledges that the County makes no representations nor guarantees the Contractor any minimum or maximum number or frequency of tow calls under this Contract. Within each area designation, County reserves the right to use the services of any towing company that has been awarded a contract.~~

~~3.8.2. Additionally, the Contractor agrees that, as deemed necessary by County, it may become necessary to require additional services of a contracted area towing company from outside the delineated scope of the general requirements. The Contractor understands that this is a public safety option held open by County and will be used only in exigent circumstances, inclusive of but not limited to adverse weather occurrences and/or multi vehicle accidents, when and if the Contractor's resources are not sufficient to respond according to the provisions and requirements of this Contract.~~

The Contractor understands and hereby acknowledges that the County makes no representations or guarantees the Contractor any minimum or maximum number or units of service to be provided under this Contract.

3.9 ORDERING AUTHORITY.

3.9.1 Respondents should understand that any request for purchase of services shall be accompanied by a valid purchase order, issued by Materials Management, or by a Certified Agency Procurement Aid (CAPA).

3.9.2 Maricopa County departments, cities, other counties, schools and special districts, universities, nonprofit educational and public health institutions may also purchase from under this Contract at their discretion and/or other state and local agencies (Customers) may procure the products under this Contract by the issuance of a purchase order to the Respondent. Purchase orders must cite the Contract number.

3.9.3 Contract award is in accordance with the Maricopa County Procurement Code. All requirements for the competitive award of this Contract have been met. A purchase order for the products is the only document necessary for Customers to purchase and for the Respondent to proceed with delivery of materials available under this Contract.

3.9.4 Any attempt to represent any product not specifically awarded under this Contract is a violation of the Contract. Any such action is subject to the legal and contractual remedies available to the County, inclusive of, but not limited to, Contract cancellation, suspension and/or debarment of the Respondent.

3.10 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

3.10.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

3.10.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;

3.10.1.2 have not within 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3.10.1.3 are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

3.10.1.4 have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.

3.10.2 Should the Contractor not be able to provide this certification, an explanation as to why should be attached to the Contract.

3.10.3 The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.

3.11 SEVERABILITY:

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of this Contract.

3.12 GOVERNING LAW:

This Contract shall be governed by the laws of the state of Arizona. Venue for any actions or lawsuits involving this Contract will be in Maricopa County Superior Court or in the United States District Court for the District of Arizona, sitting in Phoenix, Arizona

3.13 RELATIONSHIPS:

In the performance of the services described herein, the Contractor shall act solely as an independent contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, partnership, principal and agent, or joint venture between the County and the Contractor.

3.14 ALTERNATIVE DISPUTE RESOLUTION:

3.14.1 After the exhaustion of the administrative remedies provided in the Maricopa County Procurement Code, any contract dispute in this matter is subject to compulsory arbitration. Provided the parties participate in the arbitration in good faith, such arbitration is not binding and the parties are entitled to pursue the matter in state or federal court sitting in Maricopa County for a de novo determination on the law and facts. If the parties cannot agree on an arbitrator, each party will designate an arbitrator and

those two arbitrators will agree on a third arbitrator. The three arbitrators will then serve as a panel to consider the arbitration. The parties will be equally responsible for the compensation for the arbitrator(s). The hearing, evidence, and procedure will be in accordance with Rule 74 of the Arizona Rules of Civil Procedure. Within ten (10) days of the completion of the hearing the arbitrator(s) shall:

3.14.1.1 Render a decision;

3.14.1.2 Notify the parties that the exhibits are available for retrieval; and

3.14.1.3 Notify the parties of the decision in writing (a letter to the parties or their counsel shall suffice).

3.14.2 Within ten (10) days of the notice of decision, either party may submit to the arbitrator(s) a proposed form of award or other final disposition, including any form of award for attorneys' fees and costs. Within five (5) days of receipt of the foregoing, the opposing party may file objections. Within ten (10) days of receipt of any objections, the arbitrator(s) shall pass upon the objections and prepare a signed award or other final disposition and mail copies to all parties or their counsel.

3.14.3 Any party which has appeared and participated in good faith in the arbitration proceedings may appeal from the award or other final disposition by filing an action in the state or federal court sitting in Maricopa County within twenty (20) days after date of the award or other final disposition. Unless such action is dismissed for failure to prosecute, such action will make the award or other final disposition of the arbitrator(s) a nullity.

3.15 SUSPENSION

In lieu of contract termination, County shall have the right to suspend, without prior notice, the Contractor when Contractor has failed or refused to respond to three (3) requests for bids within a three (3) month period. Reinstatement will be dependent upon the Contractor demonstrating that the cause for the suspension has been corrected. Notice of suspension shall be made in writing or by telephone message to the Contractor or his representative, stating the length of the suspension and the reason(s) therefore. If suspension is made by telephone, a written confirmation of the suspension will follow within three (3) working days.

3.16 INQUIRIES AND NOTICES:

All inquiries concerning information herein shall be addressed to:

Maricopa County
Materials Management Department
Attn: Contract Administration
320 West Lincoln Street
Phoenix, Arizona 85003

Administrative telephone inquiries shall be addressed to:

David LaFond, Procurement Officer, 602.506.3248
(lafonddd@mail.maricopa.gov)

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

3.17 EVALUATION CRITERIA.

3.17.1 The evaluation of Bids will be based on, but will not be limited to, the following:

3.17.1.1 Compliance with specifications.

3.17.1.2 Price.

3.17.1.3 Determination of Responsibility.

3.17.2 The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County's best interest.

3.18 SUBMISSION PRICE CLARITY:

For reasons of clarity all submissions of pricing (Attachment A) shall be priced in the same unit (size, volume, quantity, weight, etc.) as the bid specifications request. Submissions (bids) failing to comply with this requirement may be declared non-responsive.

3.19 INSTRUCTIONS FOR PREPARING AND SUBMITTING BIDS.

Respondents shall provide their Bids as follows:

3.19.1 One (1) original hardcopy.

3.19.2 One (1) CD providing all Bid response documents in Word, Excel (Attachment A) and then all Bid response documents in PDF format.

3.19.3 Respondents shall address bids identified with return address, serial number and title in the following manner:

Maricopa County
Materials Management Department
320 West Lincoln Street
Phoenix, Arizona 85003-2494

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3.19.4 Bids must be signed by an owner, partner or corporate official who has been authorized to make such commitments. All prices shall be held firm for a period of one hundred fifty (150) days after the bid closing date.

3.20 RESPONDENT REVIEW OF DOCUMENTS.

The Respondent must review its Bid submission to assure the following requirements are met.

3.20.1 **Mandatory:** One (1) original hardcopy (labeled), One (1) CD providing all Bid response documents in Word, Excel (Attachment A) and then all Bid response documents in PDF format;

3.20.2 **Mandatory:** Attachment "A", Pricing (Excel format only);

3.20.3 **Mandatory:** Attachment "B", Agreement; and

3.20.4 **Mandatory:** Attachment "C", References.

3.20.5 **Mandatory:** Qualification requirements specified in Section 2.13.

3.21 POST AWARD MEETING:

The successful Respondent(s) may be required to attend a post-award meeting with the Using Agency to discuss the terms and conditions of the Contract. This meeting will be coordinated by the Procurement Officer of the Contract.

FIDELITY NATIONAL TITLE, 2390 EAST CAMELBACK ROAD SUITE 203, PHOENIX, AZ 85016
INSURANCE CO, 2201 FARNAM STREET SUITE #200, OMAHA, NE 68102

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: YES

WILL ACCEPT PROCUREMENT CARD: NO

WILL OFFER REBATE (CASH OR CREDIT) IF COUNTY USES PROCUREMENT CARD: NO
(Payment shall be made within 48 hrs utilizing the Purchasing Card)

HAVE INTERNET CAPABILITY: YES

PRICING SHEET: NIGP CODE: 9464601

ITEM DESCRIPTION

FIXED RATES

1.1 Preliminary Title Report within Maricopa County:
(This price includes copies of all documents referenced in
Schedule B, Section 1 and 2.)

1.1.1 Standard Report	<u>\$ 750.00/report</u>
1.1.2 Expedited Report	<u>\$1,100.00/report</u>
1.1.3 If chain of title beyond twenty (20) years is requested add	<u>\$ 300.00/report</u>

1.2 Updated Preliminary Title Report within Maricopa County: (This price includes copies of all documents referenced in Schedule B, Section 1 and 2.)	<u>\$ 200.00/report</u>
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NOTE: This is exclusive of item 2.4.1 pertaining to providing an updated
Title Report with the

1.3 Escrow Services:	<u>100% of Attached Rate</u> <u>Schedule or</u> <u>\$550.00, whichever is greater.</u>
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NOTE: Rate Schedule is attached hereto and shall be adhered to
throughout the term of this contract.

1.4 Title Insurance Policy:	<u>Per the Attached Rate Schedule</u>
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NOTE: Rate Schedule is attached hereto and shall be adhered to
throughout the term of this contract, unless updated by
filing with and approval of such Schedule with the Arizona
State Department of Insurance.

1.5 Litigation Guarantee:

1.5.1 Within Maricopa County:	<u>Per Attached rate Schedule</u>
1.5.2 Updated Title Report with Schedule C for use in litigation within Maricopa County	<u>\$ 750.00/report</u>

NOTE: If a Preliminary Title Report has been issued, Escrow Services
and Title Insurance must be billed separately from other costs
directly related to the acquisition.

FIDELITY NATIONAL TITLE, 2390 EAST CAMELBACK ROAD SUITE 203, PHOENIX, AZ 85016
INSURANCE CO, 2201 FARNAM STREET SUITE #200, OMAHA, NE 68102

- 1.6 MCDOT requested Escrow Cancellation Fee: \$ 200.00/escrow
(Per contract definition of Open Escrow)
- 1.7 Bring-Down Endorsement and/or Updated Litigation Guarantee: \$ 350.00/report
- 1.8 Additional Parcel: \$ 50.00/parcel
(For parcel splits with common ownership)
- 1.9 Any other services provided by the Title Company to Maricopa County shall be set out in writing and will be paid at mutually acceptable rates.

1.10 Name of Title Company's Underwriters: Fidelity National Title Insurance Company

Terms: NET 30

Vendor Number: ~~W000008289 X~~ **W000003733 X**

Telephone Number: ~~402/599-8390~~ **602/224-8404**

Fax Number: ~~402/342-4872~~ **602/224-8407**

Contact Person: Barbara Teel

E-mail Address: bteel@fnf.com

Company Web Site: www.fntic.com

Contract Period: To cover the period ending **February 28, 2011**.

FIRST SOUTHWESTERN TITLE AGENCY, 11024 N. 28TH DRIVE SUITE #140, PHOENIX, AZ 85029

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: _____ YES

WILL ACCEPT PROCUREMENT CARD: _____ YES

WILL OFFER REBATE (CASH OR CREDIT) IF COUNTY USES PROCUREMENT CARD: _____ NO
(Payment shall be made within 48 hrs utilizing the Purchasing Card)

HAVE INTERNET CAPABILITY: _____ YES

PRICING SHEET: NIGP CODE: 9464601

ITEM DESCRIPTION

FIXED RATES

1.1 Preliminary Title Report within Maricopa County:
____ (This price includes copies of all documents referenced in
____ Schedule B, Section 1 and 2.)

____ 1.1.1 Standard Report \$ 750.00/report
____ 1.1.2 Expedited Report \$ 1,100.00/report
____ 1.1.3 If chain of title beyond twenty (20) years is requested add \$ 300.00/report

1.2 Updated Preliminary Title Report within Maricopa County:
____ (This price includes copies of all documents referenced in
____ Schedule B, Section 1 and 2.) \$ 200.00/report

NOTE: This is exclusive of item 2.4.1 pertaining to providing an updated
____ Title Report with the

1.3 Escrow Services: 100% of Attached Rate
Schedule or
\$550.00, whichever is greater.

NOTE: Rate Schedule is attached hereto and shall be adhered to
throughout the term of this contract.

1.4 Title Insurance Policy: Per the Attached Rate Schedule

NOTE: Rate Schedule is attached hereto and shall be adhered to
____ throughout the term of this contract, unless updated by
____ filing with and approval of such Schedule with the Arizona
____ State Department of Insurance.

1.5 Litigation Guarantee:

____ 1.5.1 Within Maricopa County: Per Attached rate Schedule
____ 1.5.2 Updated Title Report with Schedule C for use in
____ litigation within Maricopa County \$ 750.00/report

NOTE: If a Preliminary Title Report has been issued, Escrow Services
____ and Title Insurance must be billed separately from other costs
____ directly related to the acquisition.

FIRST SOUTHWESTERN TITLE AGENCY, 11024 N. 28TH DRIVE SUITE #140, PHOENIX, AZ 85029

~~1.6 MCDOT requested Escrow Cancellation Fee: \$ 200.00/escrow~~
~~—— (Per contract definition of Open Escrow)~~

~~1.7 Bring-Down Endorsement and/or Updated Litigation Guarantee: \$ 350.00/report~~

~~1.8 Additional Parcel: \$ 50.00/parcel~~
~~—— (For parcel splits with common ownership)~~

~~1.9 Any other services provided by the Title Company to Maricopa County shall be set out in writing and will be paid at mutually acceptable rates.~~

~~1.10 Name of Title Company's Underwriters: First American Title Insurance Company~~

Terms: _____ NET 30

Vendor Number: _____ W000003038 X

Telephone Number: _____ 602/863-0385

Fax Number: _____ 602/730-0494

Contact Person: _____ Marty Althoff

E-mail Address: _____ malthoff@fswtofarizona.com

Contract Period: _____ To cover the period ending February 28, 2011.

REMOVED FROM CONTRACT EFF. 04/10/08

NORTH AMERICAN TITLE COMPANY, 3200 E. CAMELBACK RD. SUITE 150, PHOENIX, AZ 85018

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: YES

WILL ACCEPT PROCUREMENT CARD: YES

WILL OFFER REBATE (CASH OR CREDIT) IF COUNTY USES PROCUREMENT CARD: NO
(Payment shall be made within 48 hrs utilizing the Purchasing Card)

HAVE INTERNET CAPABILITY: YES

PRICING SHEET: NIGP CODE: 9464601

ITEM DESCRIPTION

FIXED RATES

1.1 Preliminary Title Report within Maricopa County:
(This price includes copies of all documents referenced in
Schedule B, Section 1 and 2.)

1.1.1 Standard Report

\$ 750.00/report

1.1.2 Expedited Report

\$1,100.00/report

1.1.3 If chain of title beyond twenty (20) years is requested add

\$ 300.00/report

1.2 Updated Preliminary Title Report within Maricopa County:
(This price includes copies of all documents referenced in
Schedule B, Section 1 and 2.)

\$ 200.00/report

NOTE: This is exclusive of item 2.4.1 pertaining to providing an updated
Title Report with the

1.3 Escrow Services:

100% of Attached Rate
Schedule or
\$550.00, whichever is greater.

NOTE: Rate Schedule is attached hereto and shall be adhered to
throughout the term of this contract.

1.4 Title Insurance Policy:

Per the Attached Rate Schedule

NOTE: Rate Schedule is attached hereto and shall be adhered to
throughout the term of this contract, unless updated by
filing with and approval of such Schedule with the Arizona
State Department of Insurance.

1.5 Litigation Guarantee:

1.5.1 Within Maricopa County:

Per Attached rate Schedule

1.5.2 Updated Title Report with Schedule C for use in
litigation within Maricopa County

\$ 750.00/report

NOTE: If a Preliminary Title Report has been issued, Escrow Services
and Title Insurance must be billed separately from other costs
directly related to the acquisition.

NORTH AMERICAN TITLE COMPANY, 3200 E. CAMELBACK RD. SUITE 150, PHOENIX, AZ 85018

- 1.6 MCDOT requested Escrow Cancellation Fee: \$ 200.00/escrow
(Per contract definition of Open Escrow)
- 1.7 Bring-Down Endorsement and/or Updated Litigation Guarantee: \$ 350.00/report
- 1.8 Additional Parcel: \$ 50.00/parcel
(For parcel splits with common ownership)
- 1.9 Any other services provided by the Title Company to Maricopa County shall be set out in writing and will be paid at mutually acceptable rates.

1.10 Name of Title Company's Underwriters: North American Title Insurance Company
First American Title Insurance Company
Chicago Title Insurance Company

Terms: NET 30

Vendor Number: W000011940 X

Telephone Number: 602/280-7500

Fax Number: 602/212-0127

Contact Person: Jim Gregg

E-mail Address: jgregg@nat.com

Contract Period: To cover the period ending **February 28, 2014 2010.**

**SECURITY TITLE AGENCY, DEFAULT SERVICES DIVISION, 3636 N. CENTRAL AVENUE 2ND FLOOR,
PHOENIX, AZ 85012**

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: YES

WILL ACCEPT PROCUREMENT CARD: NO

WILL OFFER REBATE (CASH OR CREDIT) IF COUNTY USES PROCUREMENT CARD: NO
(Payment shall be made within 48 hrs utilizing the Purchasing Card)

HAVE INTERNET CAPABILITY: YES

PRICING SHEET: NIGP CODE: 9464601

ITEM DESCRIPTION

FIXED RATES

1.1 Preliminary Title Report within Maricopa County:
(This price includes copies of all documents referenced in
Schedule B, Section 1 and 2.)

1.1.1 Standard Report	<u>\$ 750.00/report</u>
1.1.2 Expedited Report	<u>\$1,100.00/report</u>
1.1.3 If chain of title beyond twenty (20) years is requested add	<u>\$ 300.00/report</u>

1.2 Updated Preliminary Title Report within Maricopa County: (This price includes copies of all documents referenced in Schedule B, Section 1 and 2.)	<u>\$ 200.00/report</u>
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NOTE: This is exclusive of item 2.4.1 pertaining to providing an updated
Title Report with the

1.3 Escrow Services:	<u>100% of Attached Rate</u> <u>Schedule or</u> <u>\$550.00, whichever is greater.</u>
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NOTE: Rate Schedule is attached hereto and shall be adhered to
throughout the term of this contract.

1.4 Title Insurance Policy:	<u>Per the Attached Rate Schedule</u>
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NOTE: Rate Schedule is attached hereto and shall be adhered to
throughout the term of this contract, unless updated by
filing with and approval of such Schedule with the Arizona
State Department of Insurance.

1.5 Litigation Guarantee:

1.5.1 Within Maricopa County:	<u>Per Attached rate Schedule</u>
1.5.2 Updated Title Report with Schedule C for use in litigation within Maricopa County	<u>\$ 750.00/report</u>

NOTE: If a Preliminary Title Report has been issued, Escrow Services
and Title Insurance must be billed separately from other costs
directly related to the acquisition.

**SECURITY TITLE AGENCY, DEFAULT SERVICES DIVISION, 3636 N. CENTRAL AVENUE 3ND FLOOR,
PHOENIX, AZ 85012**

- 1.6 MCDOT requested Escrow Cancellation Fee: \$ 200.00/escrow
(Per contract definition of Open Escrow)
- 1.7 Bring-Down Endorsement and/or Updated Litigation Guarantee: \$ 350.00/report
- 1.8 Additional Parcel: \$ 50.00/parcel
(For parcel splits with common ownership)
- 1.9 Any other services provided by the Title Company to Maricopa County shall be set out in writing and will be paid at mutually acceptable rates.
- 1.10 Name of Title Company's Underwriters: Ticor Title, Fidelity National Title, Chicago Title,
Security Union Title

Terms: NET 30

Vendor Number: **W000004788 X**

Telephone Number: 602/230-6235

Fax Number: 602/294-6235

Contact Person: William Wright

E-mail Address: bwright@securitytitle.com

Contract Period: To cover the period ending **February 28, 2011**.

DHI TITLE, 7740 N. 16TH STREET SUITE 250, PHOENIX, AZ 85020

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: YES

WILL ACCEPT PROCUREMENT CARD: NO

WILL OFFER REBATE (CASH OR CREDIT) IF COUNTY USES PROCUREMENT CARD: NO
(Payment shall be made within 48 hrs utilizing the Purchasing Card)

HAVE INTERNET CAPABILITY: YES

PRICING SHEET: NIGP CODE: 9464601

ITEM DESCRIPTION

FIXED RATES

1.1 Preliminary Title Report within Maricopa County:
(This price includes copies of all documents referenced in
Schedule B, Section 1 and 2.)

1.1.1 Standard Report	\$ <u>750.00/report</u>
1.1.2 Expedited Report	\$ <u>1,100.00/report</u>
1.1.3 If chain of title beyond twenty (20) years is requested add	\$ <u>300.00/report</u>

1.2 Updated Preliminary Title Report within Maricopa County: (This price includes copies of all documents referenced in Schedule B, Section 1 and 2.)	\$ <u>200.00/report</u>
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NOTE: This is exclusive of item 2.4.1 pertaining to providing an updated
Title Report with the

1.3 Escrow Services:	<u>100% of Attached Rate</u> <u>Schedule or</u> <u>\$550.00, whichever is greater.</u>
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NOTE: Rate Schedule is attached hereto and shall be adhered to
throughout the term of this contract.

1.4 Title Insurance Policy:	<u>Per the Attached Rate Schedule</u>
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NOTE: Rate Schedule is attached hereto and shall be adhered to
throughout the term of this contract, unless updated by
filing with and approval of such Schedule with the Arizona
State Department of Insurance.

1.5 Litigation Guarantee:	
1.5.1 Within Maricopa County:	\$ <u>200.00</u>
1.5.2 Updated Title Report with Schedule C for use in litigation within Maricopa County	\$ <u>750.00/report</u>

NOTE: If a Preliminary Title Report has been issued, Escrow Services
and Title Insurance must be billed separately from other costs
directly related to the acquisition.

DHI TITLE, 7740 N. 16TH STREET SUITE 250, PHOENIX, AZ 85020

- 1.6 MCDOT requested Escrow Cancellation Fee: \$ 200.00/escrow
(Per contract definition of Open Escrow)
- 1.7 Bring-Down Endorsement and/or Updated Litigation Guarantee: \$ 350.00/report
- 1.8 Additional Parcel: \$ 50.00/parcel
(For parcel splits with common ownership)
- 1.9 Any other services provided by the Title Company to Maricopa County shall be set out in writing and will be paid at mutually acceptable rates.
- 1.10 Name of Title Company's Underwriters: First American, Fidelity, Title Resources

Terms: NET 30

Vendor Number: W0000012997 X

Telephone Number: 602/395-3705

Fax Number: 800/715-5209

Contact Person: Terry Hastings

E-mail Address: thastings@dhititle.com

Contract Period: To cover the period ending **February 28, 2010.**